

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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QIYUAN SHI,

Plaintiff,

- against -

ANDREW ASENSO GYAMERA, CYNTHIA  
A. STEWART, GASANDY VENTURES LLC,  
CARS BY CYNTHIA L.L.C., and JOHN DOE,  
a/k/a JOHN BARON ROYAL,

Defendants.  
-----X

17 Civ. 2354 (RWL)

**VERDICT FORM**

**Defendant Andrew Gyamera**

1. Did Plaintiff prove by a preponderance of the evidence that Plaintiff and Mr. Gyamera entered into agreement as to the material terms of a contract?

☒ YES

NO

**If yes, proceed to question 2. If no, go to question 3.**

2. Did Plaintiff prove by a preponderance of the evidence that Mr. Gyamera breached the contract entered into by the parties?

☒ YES

NO

**Regardless of your answer, go to question 4.**

3. Did Plaintiff prove by a preponderance of the evidence that Mr. Gyamera was unjustly enriched at Plaintiff's expense?

YES

NO

**Regardless of your answer, proceed to question 4.**

4. Did Plaintiff prove by clear and convincing evidence that Mr. Gyamera is liable for intentional misrepresentation?

YES

☒ NO

- a. If yes, did Plaintiff show that he is entitled to punitive damages by clear, unequivocal, and convincing evidence?

YES

NO

**If you answered yes to question 4, go to question 6.**

**If you answered no to question 4, proceed to question 5.**

5. Did Plaintiff prove by a preponderance of the evidence that Mr. Gyamera is liable for negligent misrepresentation?

YES

☒ NO

**Regardless of your answer, proceed to question 6.**

**Defendant Gasandy Ventures LLC**

6. Did Plaintiff prove by a preponderance of the evidence that Plaintiff and Gasandy Ventures entered into agreement as to the material terms of a contract?

☒ YES

NO

**If yes, proceed to question 7. If no, go to question 8.**

7. Did Plaintiff prove by a preponderance of the evidence that Gasandy Ventures breached the contract entered into by the parties?

☒ YES

NO

**Regardless of your answer, go to question 9.**

8. Did Plaintiff prove by a preponderance of the evidence that Gasandy Ventures was unjustly enriched at the Plaintiff's expense?

YES

NO

**Regardless of your answer, proceed to question 9.**

9. Did plaintiff prove by a preponderance of the evidence that Mr. Gyamera exercised complete domination and control over Gasandy Ventures such that the two should be treated as one?

☒ YES

NO

- a. If so, did Mr. Gyamera use that complete domination and control to commit fraud, illegal conduct, or other wrong against Plaintiff?

☒ YES

NO


**If you answered YES to questions 2 or 3 or 4 or 5 or 7 or 8, then proceed to question 10.**

**Otherwise, skip question 10 and proceed to dating and signing this verdict form.**

10. What are Plaintiff's compensatory damages? (If awarding damages, this amount should not include punitive damages.)

\$ 170,000

Dated: September 29, 2018

  
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Signature of the Foreperson